

March 23, 2012

To: Executive Board

Subject: **Disadvantaged Business Enterprise (DBE) Program  
– Small Business Development Component**

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### **Recommendation**

Approve the proposed Small Business Development component of Foothill Transit's Disadvantaged Business Enterprise (DBE) Program (**Attachment A**).

### **Analysis**

Last month, the Executive Board adopted Foothill Transit's updated Disadvantaged Business Enterprise (DBE) Program that applies to its U.S. Department of Transportation (DOT) funded projects. One of the new requirements placed on Foothill Transit as a transit agencies who receive more than \$250,000 in DOT assistance is that the organization develop and implement a Small Business Development (SBD) component within the first six months of adoption of its updated DBE Program.

The purpose of this program element is to further the development of DBEs, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from Foothill Transit.

The terms of Foothill Transit's SBD Program as required by DOT are as follows:

- On prime contracts not having contract goals, we will require the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
- In large contracts, we will require bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
- To meet the portion of our overall goal we project to meet through race-neutral measures, we will ensure that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.
- Foothill Transit will identify alternative acquisition strategies and will structure procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.

### **Fiscal Impact**

There are minor costs related to advertising Foothill Transit's DBE Program and goals, contracting opportunities and the enhanced outreach to both DBE and non DBE vendors, as well as the implementation of the Small Business Development Component

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of the DBE Program and these will be included in the Fiscal Year 2013 Business Plan and in future years' Business Plans.

Sincerely,



Kevin McDonald  
Deputy Executive Director



Doran J. Barnes  
Executive Director

# Foothill Transit DBE PROGRAM

## POLICY STATEMENT

Foothill Transit has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Foothill Transit has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of Foothill Transit to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Foothill Transit's Deputy Executive Director has been delegated as the DBE Liaison Officer. In that capacity, the Deputy Executive Director is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by Foothill Transit in its financial assistance agreements with the Department of Transportation.

Foothill Transit has disseminated this policy statement to the Foothill Transit Executive Board and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts.

This policy statement is included in the Executive Board agenda on a triennial basis for consideration with the approval of the agency DBE goal. This policy statement is also contained on the Foothill Transit vendor database where DBE and non DBE businesses may view possible contracting opportunities. The availability of this this statement is/will be advertised along with the DBE goal in local business newspapers. Foothill Transit also maintains relationships with various local and regional business associations in the area and will provide this policy statement to those organizations for publishing and/or distribution.

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Doran J. Barnes  
Executive Director

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Date

# Foothill Transit DBE PROGRAM

## **SUBPART A – GENERAL REQUIREMENTS**

### Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

### Section 26.3 Applicability

Foothill Transit is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, Titles I, II, and V of the TEA-21, Pub. L. 105-178 or Titles I, III and VI of SAFETEA-LU, Pub. L. 109-59.

### Section 26.5 Definitions

Foothill Transit will adopt the definitions contained in Section 26.5 for this program.

### Section 26.7 Non-discrimination Requirements

Foothill Transit will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, Foothill Transit will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

### Section 26.11 Record Keeping Requirements

#### **Reporting to DOT: 26.11(b)**

We will report DBE participation to DOT as follows:

We will report DBE participation on semi-annual basis, using DOT Form 4630. These reports will reflect payments actually made to DBEs on DOT-assisted contracts.

#### **Bidders List: 26.11(c)**

Foothill Transit will maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders' list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

We will collect bidder's list information in the following ways:

- Foothill Transit's online vendor database for solicitations where registrants may submit DBE status.



# Foothill Transit DBE PROGRAM

- Contract clause requiring prime bidders to report information on firms who quote them on subcontracts.

## Section 26.13 Federal Financial Assistance Agreement

Foothill Transit has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

### Assurance: 26.13(a)

Foothill Transit shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to Foothill Transit of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language will appear in financial assistance agreements with sub-recipients.

### **Contract Assurance: 26.13b**

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

# Foothill Transit DBE PROGRAM

## **SUBPART B - ADMINISTRATIVE REQUIREMENTS**

### Section 26.21 DBE Program Updates

Since Foothill Transit has received grants of \$250,000 or more in FTA planning, capital, and or operating assistance in multiple federal fiscal years we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

### Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this program.

### Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Kevin McDonald  
100 S. Vincent Ave.  
Suite 200  
West Covina, CA 91790  
626.931.7201  
kmcDonald@foothilltransit.org

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that Foothill Transit complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Executive Director concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment A to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of three to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment) and identifies ways to improve progress.
6. Analyzes Foothill Transit's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.

# Foothill Transit DBE PROGRAM

8. Advises the CEO\governing body on DBE matters and achievement.
9. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
10. Plans and participates in DBE training seminars.
11. Acts as liaison to the Uniform Certification Process in California.
12. Provides outreach to DBEs and community organizations to advise them of opportunities.
13. Maintains Foothill Transit's updated directory on certified DBEs.

## ***Section 26.27 DBE Financial Institutions***

It is the policy of Foothill Transit to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. We have made the following efforts to identify and use such institutions:

To date we have not identified any DBE Financial Institutions. The search was conducted utilizing the California Unified Certification Program for NAICS Category 52: Finance and Insurance.

Any information on the availability of such institutions can be obtained from the DBE Liaison Officer.

## ***Section 26.29 Prompt Payment Mechanisms***

Foothill Transit will include the following or an equivalent clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from Foothill Transit. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Foothill Transit. This clause applies to both DBE and non-DBE subcontracts.

## **Section 26.31 Directory**

Foothill Transit maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. We will revise the Directory semi-annually in accordance with UCP database changes. The Directory may be found at [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

# Foothill Transit DBE PROGRAM

## Section 26.33 Overconcentration

Foothill Transit has not identified that overconcentration exists in the types of work that DBEs perform.

## Section 26.35 Business Development Programs

Foothill Transit has not established a business development program.

## Section 26.37 Monitoring and Enforcement Mechanisms

Foothill Transit will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 3 lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by regular visits to jobsites and interviews of the personnel performing work.
4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

## Section 26.39 Small Business Development Mechanisms

Foothill Transit will implement the following mechanisms to ensure compliance with 49 CFR Part 26.

1. On prime contracts not having contract goals, we will require the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
2. In multi-year design-build contracts or other large contracts ( e.g., for “megaprojects”) we will require bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
3. To meet the portion of our overall goal we project to meet through race-neutral measures, we will ensure that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.



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4. We will identify alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.

## Appendix C to Part 26—DBE Business Development Program Guidelines

The purpose of this program element is to further the development of DBEs, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from the recipient.

(A) Each firm that participates in Foothill Transit's business development program (BDP) program is subject to a program term of five years. The term consists of two stages; a developmental stage and a transitional stage.

(B) In order for a firm to remain eligible for program participation, it must continue to meet all eligibility criteria contained in part 26.

(C) By no later than 6 months of program entry, the participant should develop and submit to Foothill Transit a comprehensive business plan setting forth the participant's business targets, objectives and goals. The participant will not be eligible for program benefits until such business plan is submitted and approved by Foothill Transit. The approved business plan will constitute the participant's short and long term goals and the strategy for developmental growth to the point of economic viability in non-traditional areas of work and/or work outside the DBE program.

(D) The business plan should contain at least the following:

(1) An analysis of market potential, competitive environment and other business analyses estimating the program participant's prospects for profitable operation during the term of program participation and after graduation from the program.

(2) An analysis of the firm's strengths and weaknesses, with particular attention paid to the means of correcting any financial, managerial, technical, or labor conditions which could impede the participant from receiving contracts other than those in traditional areas of DBE participation.

(3) Specific targets, objectives, and goals for the business development of the participant during the next two years, utilizing the results of the analysis conducted pursuant to paragraphs (C) and (D)(1) of this appendix;

(4) Estimates of contract awards from the DBE program and from other sources which are needed to meet the objectives and goals for the years covered by the business plan; and

(5) Such other information as Foothill Transit may require.

(E) Each participant should annually review its currently approved business plan with Foothill Transit and modify the plan as may be appropriate to account for any changes in the firm's structure and redefined needs. The currently approved plan should be considered the applicable plan for all program purposes until Foothill Transit approves in writing a modified plan. The anniversary date for review of the participant's business plan and contract forecasts is June 30 of each year.

(F) Each participant should annually forecast in writing its need for contract awards for the next program year and the succeeding program year during the review of its business plan conducted under paragraph (E) of this appendix. Such forecast should be included in the participant's business plan. The forecast should include:



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(1) The aggregate dollar value of contracts to be sought under the DBE program, reflecting compliance with the business plan;

(2) The aggregate dollar value of contracts to be sought in areas other than traditional areas of DBE participation;

(3) The types of contract opportunities being sought, based on the firm's primary line of business; and

(4) Such other information as may be requested by Foothill Transit to aid in providing effective business development assistance to the participant.

(G) Program participation is divided into two stages; (1) a developmental stage and (2) a transitional stage. The developmental stage is designed to assist participants to overcome their social and economic disadvantage by providing such assistance as may be necessary and appropriate to enable them to access relevant markets and strengthen their financial and managerial skills. The transitional stage of program participation follows the developmental stage and is designed to assist participants to overcome, insofar as practical, their social and economic disadvantage and to prepare the participant for leaving the program.

(H) The length of service in the program term is not a pre-set time frame for either the developmental or transitional stages but will be figured on the number of years considered necessary in normal progression of achieving the firm's established goals and objectives. The setting of such time could be factored on such items as, but not limited to, the number of contracts, aggregate amount of the contract received, years in business, growth potential, etc.

(I) Beginning in the first year of the transitional stage of program participation, each participant should annually submit for inclusion in its business plan a transition management plan outlining specific steps to promote profitable business operations in areas other than traditional areas of DBE participation after graduation from the program. The transition management plan should be submitted to the recipient at the same time other modifications are submitted pursuant to the annual review under paragraph (E) of this section. The plan should set forth the same information as required under paragraph (F) of steps the participant will take to continue its business development after the expiration of its program term.

(J) When a participant is recognized as successfully completing the program by substantially achieving the targets, objectives and goals set forth in its program term, and has demonstrated the ability to compete in the marketplace, its further participation within the program may be determined by Foothill Transit.

(K) In determining whether a concern has substantially achieved the goals and objectives of its business plan, the following factors, among others, will be considered by Foothill Transit:

(1) Profitability;

(2) Sales, including improved ratio of non-traditional contracts to traditional-type contracts;

(3) Net worth, financial ratios, working capital, capitalization, access to credit and capital;

(4) Ability to obtain bonding;

(5) A positive comparison of the DBE's business and financial profile with profiles of non-DBE businesses in the same area or similar business category; and

(6) Good management capacity and capability.

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(L) Upon determination by Foothill Transit that the participant should be graduated from the developmental program, we will notify the participant in writing of its intent to graduate the firm in a letter of notification. The letter of notification will set forth findings, based on the facts, for every material issue relating to the basis of the program graduation with specific reasons for each finding. The letter of notification will also provide the participant 45 days from the date of service of the letter to submit in writing information that explains why the proposed basis of graduation is not warranted.

(M) Participation of a DBE firm in the program may be discontinued by Foothill Transit prior to expiration of the firm's program term for good cause due to the failure of the firm to engage in business practices that will promote its competitiveness within a reasonable period of time as evidenced by, among other indicators, a pattern of inadequate performance or unjustified delinquent performance. Also, Foothill Transit can discontinue the participation of a firm that does not actively pursue and bid on contracts, and a firm that, without justification, regularly fails to respond to solicitations in the type of work it is qualified for and in the geographical areas where it has indicated availability under its approved business plan. Foothill Transit will take such action if over a 2-year period a DBE firm exhibits such a pattern.



# Foothill Transit DBE PROGRAM

## **SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING**

### Section 26.43 Set-asides or Quotas

Foothill Transit does not use quotas in any way in the administration of this DBE program.

### Section 26.45 Overall Goals

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 4 to this program. This section of the program will be updated annually.

In accordance with Section 26.45(f) Foothill Transit will submit its overall goal to DOT on August 1 at three-year intervals in accordance with the schedule established by FTA. Before establishing the three-year overall goal, Foothill Transit will, among other efforts, consult with Los Angeles Metro, Latino Business Association, San Gabriel Regional Chamber of Commerce, the Southern California Minority Business Development Council to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and Foothill Transit's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at our principal office for 30 days following the date of the notice, and informing the public that Foothill Transit and DOT will accept comments on the goals for 45 days from the date of the notice. This notice will be published in the San Gabriel Valley Tribune, the Inland Valley News, Los Angeles Sentinel, and La Opinion normally; we will issue this notice by June 1 or the year of goal submission. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

Our overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses.

We will begin using our three-year overall goal on October 1 of the calendar year following the August 1 submission to FTA, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

### Section 26.49 Transit Vehicle Manufacturers Goals

Foothill Transit will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, Foothill Transit may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.



# Foothill Transit DBE PROGRAM

## Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious

### Participation

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program. This section of the program will be updated annually when the goal calculation is updated and is likely to be revised once Foothill Transit implements the findings of a disparity study.

## Section 26.51(d-g) Contract Goals

Once Foothill Transit implements the findings of a disparity study, Foothill Transit will use contract goals to meet any portion of the overall goal Foothill Transit does not project being able to meet using race-neutral means. Contract goals will be established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

We will express our contract goals as a percentage of *total amounts of a DOT-assisted contract*

## Section 26.53 Good Faith Efforts Procedures

### **Demonstration of Good Faith Efforts (26.53(a) & (c))**

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

The following personnel are responsible for determining whether a bidder/offeror who has not met a contract goal has documented sufficient good faith efforts to be regarded as responsive.

We will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

### **Information to be submitted (26.53(b))**

Foothill Transit treats bidder/offerors' compliance with good faith efforts requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

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1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

## Administrative reconsideration (26.53(d))

Within 2 business days of being informed by Foothill Transit that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Kevin McDonald  
100 S. Vincent Ave.  
Suite 200  
West Covina, CA 91790  
626.931.7201  
kmcDonald@foothilltransit.org

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

## Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

Foothill Transit will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

# Foothill Transit DBE PROGRAM

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Once Foothill Transit implements the findings of a disparity study, the following or equivalent Bid Specification language will be included:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Foothill Transit to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of \_\_\_\_ percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

## Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

# Foothill Transit DBE PROGRAM

## **SUBPART D – CERTIFICATION STANDARDS**

### Section 26.61 – 26.73 Certification Process

Foothill Transit will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. We will rely on certification decisions of the California Unified Certification Program. However, Foothill Transit will consider the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Olivia Fonseca  
Deputy Director  
1823 14th Street  
Sacramento, CA 95811  
(916) 324-1700  
Toll Free (866) 810-6346  
FAX (916) 324-1949  
TTY 711  
[smallbusinessadvocate@dot.ca.gov](mailto:smallbusinessadvocate@dot.ca.gov)

Our certification application forms and documentation requirements are found at  
\_http://www.dot.ca.gov/hq/bep/business\_forms.html\_.

# Foothill Transit DBE PROGRAM

## **SUBPART E – CERTIFICATION PROCEDURES**

### Section 26.81 Unified Certification Programs

Foothill Transit is the member of a Unified Certification Program (UCP) administered by California Department of Transportation (CalTrans). The UPC will meet all of the requirements of this section. The following is a description of the UCP:

*The California Unified Certification Program (CUCP) provides “one-stop shopping” certification services to small, minority and women businesses seeking to participate in the United States Department of Transportation (USDOT) Disadvantaged Business Enterprise (DBE) Program. Certification services are offered to businesses seeking to obtain either DBE or airport concessionaire disadvantaged business enterprise (ACDBE) status.*

*As mandated by USDOT in the DBE Program, Final Rule 49 Code of Federal Regulations (CFR), Part 26, all public agencies that receive USDOT federal financial assistance must participate in a statewide unified certification program. These public agencies, commonly referred to as “recipients” of USDOT funds, include municipalities, counties, special districts, airports, transit agencies, and the State Department of Transportation (Caltrans).*

*The California Unified Certification Program (CUCP) went into effect on January 1, 2002. It is a “One-Stop Shopping” certification program that eliminates the need for a DBE or ACDBE firm to obtain certifications from multiple agencies within the State. A business certified as a DBE or ACDBE through the CUCP is automatically accepted by all USDOT recipients in California.*

*The CUCP is charged with the responsibility of overseeing the certification activities performed by various certifying agencies, and compiling and maintaining a single Statewide database of certified DBEs. The Database is intended to expand the use of DBE and ACDBE firms by maintaining complete and current information on those businesses and the products and services they can provide to all USDOT recipients in California. Select the “Directory” link on the top to access the Statewide database.*

*The CUCP certifying agencies are responsible for certifying DBE firms. You only need to apply for DBE certification at one agency. If your firm meets the General Criteria for DBE certification as provided on the Application Package, submit your completed application, along with the requested documentation, to one of the Certifying Agencies serving the geographical area where your firm has its principal place of business.*

### Section 26.83 Procedures for Certification Decisions

#### “No Change” Affidavits and Notices of Change (26.83(j))

We require all DBEs to inform us, in a written affidavit of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with Foothill Transit’s application for certification.

# Foothill Transit DBE PROGRAM

We also require all owners of all certified DBEs to submit, in a written affidavit, on the anniversary date of their certification, a “no change” affidavit meeting the requirements of 26.83(j). The test of this affidavit is the following:

I swear (or affirm) that there have been no changes in the circumstances of [*name of DBE firm*] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR Part 26. There have been no material changes in the information provided with [*name of DBE*]’s application for certification, except for any changes about which you have provided written notice to Foothill Transit under 26.83(j). [*Name of firm*] meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm’s previous three fiscal years do not exceed \$16.6 million.

We require DBEs to submit with this affidavit documentation of the firm’s size and gross receipts.

We will notify all currently certified DBE firms participating in Foothill Transit’s procurements of these obligations by contacting the firms and requesting submission of the “no change” affidavit through an email and/or regular mail request. Additionally, all firms identified in Foothill Transit’s bidders’ list will be asked to submit the affidavit via email notification annually. This notification will inform DBEs that to submit the “no change” affidavit, their owners must swear or affirm that they meet all regulatory requirements of Part 26, including personal net worth. Likewise, if a firm’s owner knows or should know that he or she, or the firm, fails to meet a Part 26 eligibility requirement (e.g. personal net worth), the obligation to submit a notice of change applies.

## Section 26.87 Removal of a DBE’s Eligibility

In the event we propose to remove a DBE’s certification, we will forward our proposal to the CUCP.

# Foothill Transit DBE PROGRAM

## **SUBPART F – COMPLIANCE AND ENFORCEMENT**

### Section 26.109 Information, Confidentiality, Cooperation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law as applicable in the State of California.

The statement below is included in all Requests for Proposals (RFPs):

The Proposals received become the exclusive property of Foothill Transit. At such time as a contract award is made by Foothill Transit, all Proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Proposal which are trade secrets as that term is defined in California Government Code 6254.7 and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." Foothill Transit shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, without limitation, those so marked if disclosure is deemed required by law or by an order of a court. Proposals that indiscriminately identify all or most of the Proposal as exempt from disclosure without justification may be found technically unacceptable.

The statement below is included in all Invitations for Bids (IFBs):

The Bids received become the exclusive property of Foothill Transit. At such time as Foothill Transit publishes its Executive Board Agenda containing a recommended action concerning a contract award, all Bids submitted in response to this IFB shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Bid which are trade secrets as that term is defined in California Government Code 6254.7 and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." Foothill Transit shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, without limitation, those so marked if disclosure is deemed required by law or by an order of a court. Bids that indiscriminately identify all or most of the Bid as exempt from disclosure without justification may be found technically unacceptable.

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

### **Monitoring Payments to DBEs**

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of Foothill Transit or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

# Foothill Transit DBE PROGRAM

## ATTACHMENTS

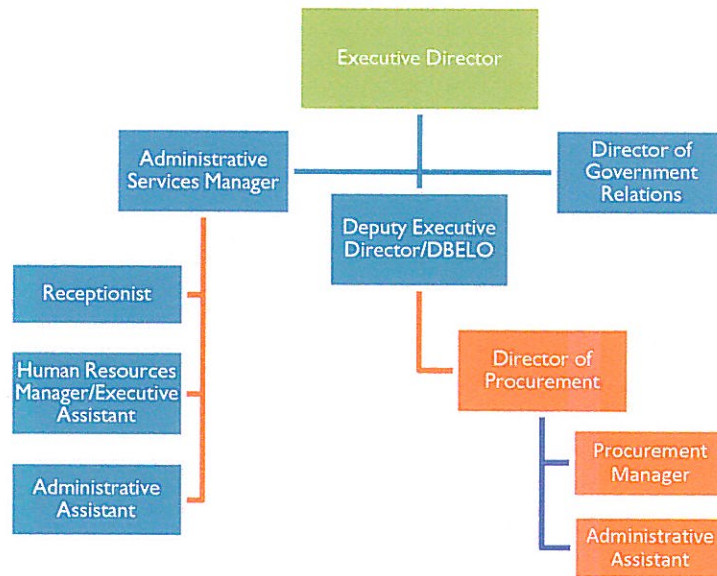
- Attachment 1 Organizational Chart
- Attachment 2 DBE Directory
- Attachment 3 Monitoring and Enforcement Mechanisms
- Attachment 4 Overall Goal Calculations
- Attachment 5 Breakout of Estimated Race-Neutral & Race-Conscious Participation
- Attachment 6 Form 1 & 2 for Demonstration of Good Faith Efforts
- Attachment 7 Certification Application Forms
- Attachment 8 Procedures for Removal of DBE's Eligibility
- Attachment 9 Regulations: 49 CFR Part 26



# Foothill Transit DBE PROGRAM

## Attachment 1

### Foothill Transit Organizational Chart



# Foothill Transit DBE PROGRAM

## Attachment 2

Please reference the California Department of Transportation DBE database:  
[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

# Foothill Transit DBE PROGRAM

## Attachment 3

### Monitoring and Enforcement Mechanisms

Foothill Transit will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

The following regulations, provisions, and contract remedies are available to Foothill Transit in the event of non-compliance with the DBE regulations by a contractor in its procurement activities:

#### **1. DBE:**

- A. Foothill Transit has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of Foothill Transit's DBE Program are hereby incorporated by reference into this Contract. Failure by any Party to carry out Foothill Transit's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement, and may be grounds for termination of this Agreement, or other such appropriate administrative remedy. Each Party shall ensure that compliance with Foothill Transit's DBE Program shall be included in any and all sub-agreements entered into which arise out of or are related to this Agreement.
- B. The Contractor agrees that it will take necessary and reasonable steps to ensure that DBEs as defined in 49 C.F.R. Part 26 have a fair opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Contract. Neither the Contractor nor any of its sub-contractors shall discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of FTA-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in termination of this Contract or such other remedy as Foothill Transit deems appropriate. The Contractor agrees that it will adapt and use the race-neutral means identified in 49 C.F.R. 26.51(b) as appropriate for application to services under this Contract and will, to the maximum extent feasible, undertake these means of encouraging race neutral participation in the performance of its work. Each subcontract the Contractor signs with a sub-contractor will include the above statement.
- C. The Contractor will be required to demonstrate that it has undertaken "good faith efforts" to achieve DBE participation as that term is defined in Section 26.5 of Title 49 of the Code of Federal Regulations and in accordance with the guidance provided in Appendix A to Part 26 of Title 49. The Contractor's failure to make good faith efforts shall be considered a material breach of the Agreement, and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 C.F.R. 26.107.

#### **2. Prompt Payment:**

- A. Within thirty (30) calendar days from receipt by Foothill Transit of an invoice for each payment described in this Section and upon notification to the Contractor by Foothill Transit that Contractor has performed the professional services necessary for payment, Foothill Transit will pay Contractor the amount due. Neither payment of amounts due by Foothill Transit nor acceptance

# Foothill Transit DBE PROGRAM

of any such payment by the Contractor shall constitute a waiver of any claim for errors or omission in invoices or payments.

- B. No later than thirty (30) days after receiving payment from Foothill Transit for work satisfactorily performed by any of its sub-Contractors for services rendered arising out of or related to this Agreement, the Contractor shall make full payment to its sub-Contractors of all compensation due and owing under the relevant subcontract agreement, unless excused by Foothill Transit for good cause pursuant to provisions set out below.
- C. The Contractor may only delay or postpone any payment obligation to any of its sub-Contractors for services rendered arising out of or related to this Agreement where, in Foothill Transit's sole estimation, good cause exists for such a delay or postponement. All such determinations on Foothill Transit's part that good cause exists for the delay or postponement of the Contractor's payment obligation to its sub-Contractors must be made in writing prior to the time when payment to the sub-Contractors would have been otherwise due by the Contractor.

### 3. Performance Requirement:

- A. The Contractor shall, at all times during the term of the Contract, perform all of its professional services in accordance with appropriate prevailing professional practice standards; and shall furnish all labor, supervision, material and supplies necessary therefor. Notwithstanding the provision of any drawings, technical specifications or other data by Foothill Transit, the Contractor shall have the responsibility of supplying all items and details required to perform the professional services specified in this Contract.
- B. The Contractor shall perform all of its professional services in its own name and as an independent Contractor, and not in the name of, or as an agent for, Foothill Transit. Under the terms of the Contract, the Contractor is an independent contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than Foothill Transit representatives, assisting in the performance of its services. The Contractor agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. The Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and any and all sub-Contractors during the term of the Contract.
- C. The Contractor shall prepare, complete, and submit to Foothill Transit the necessary reports, plans, specifications and the supporting data required to complete the Scope of Work set forth in this Contract.

### 4. Indemnification:

- A. The Contractor agrees to indemnify, defend, indemnify and hold harmless Foothill Transit against any claims, losses, costs, liability or damages in any way related to a claim that Foothill Transit is violating federal, state or local laws, or any contractual provisions, relating to copyrights, trade names, licenses, franchises, patents or other means of protecting interests in products or inventions. The Contractor shall bear all costs arising from the use of patented, copyrighted,

# Foothill Transit DBE PROGRAM

trade secret or trademarked materials, equipment, devices or processes used on or incorporated in the services provided and Works produced under this Agreement. In case such materials, equipment, devices or processes are held to constitute an infringement and their use is enjoined, the Contractor, at its expense, shall: (a) secure for Foothill Transit the right to continue using the materials, equipment, devices or processes by suspension of any injunction or by procuring a license or licenses for Foothill Transit; or (b) modify the materials, equipment, devices, or processes so that they become non-infringing. This covenant shall survive the termination of this Agreement.

## 5. Disputes:

- A. Any dispute between the Contractor and Foothill Transit relating to the implementation or administration of the Contract shall be resolved in accordance with this Section.
- B. The Parties shall first attempt to resolve the dispute informally in meetings or communications between the Contractor and Foothill Transit's Representative. If the dispute remains unresolved 15 days after it first arises, the Contractor may request that Foothill Transit's Representative issue a recommended decision on the matter in dispute. Foothill Transit's Representative shall issue the recommended decision in writing and provide a copy to the Contractor.
- C. The recommended decision of Foothill Transit's Representative will become final unless, within 15 days of receipt of such recommended decision, the Contractor submits a written request for review to the Foothill Transit Executive Director. In connection with any such review, the Contractor and Foothill Transit's Representative shall be afforded an opportunity to be heard and to offer evidence on the issues presented. If the dispute remains unresolved after review by the Foothill Transit Executive Director, either party may seek resolution through referral to non-binding mediation. If such mediation is unsuccessful, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California. Any party seeking resolution through the Courts of the State of California must, as a condition precedent to the commencement of litigation, demonstrate that it has made a good faith effort to resolve the dispute through the use of non-binding mediation.
- D. Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with performance in accordance with the Contract and the recommended decision of Foothill Transit's Representative.

## 6. Subcontracting:

- A. The Contractor will not enter into any subcontract except with the prior review and written approval of Foothill Transit. The Contractor shall be fully responsible for all work performed by any sub-Contractor.
- B. Any approval of a subcontract shall not be construed as making Foothill Transit a party to such subcontract, giving the sub-Contractor privity of contract with Foothill Transit, or subjecting Foothill Transit to liability of any kind to any sub-Contractor.
- C. All subcontracts will incorporate in full all appropriate conditions and terms as set forth in this Contract.

# Foothill Transit DBE PROGRAM

## **7. Compliance with Laws and Permits:**

In any of the following cases, Foothill Transit shall have the right to cancel the Contract without expense to Foothill Transit: (1) the Contractor is guilty of misrepresentation; (2) the Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Contract conflicts with any statutory or constitutional provision of the State of California or the United States. This Section shall not be construed to limit Foothill Transit's right to terminate the Contract for convenience or default, as provided in Sections 18 and 19, respectively.

## **8. Cancellation of Contract:**

In any of the following cases, Foothill Transit shall have the right to cancel the Contract without expense to Foothill Transit: (1) the Contractor is guilty of misrepresentation; (2) the Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Contract conflicts with any statutory or constitutional provision of the State of California or the United States. This Section shall not be construed to limit Foothill Transit's right to terminate the Contract for convenience or default, as provided in Sections 18 and 19, respectively.

## **9. Termination for Default:**

A. Subject to the provisions of subsection C of this Section, Foothill Transit may terminate the whole or any part of the Contract in any one of the following circumstances:

- (1) If the Contractor fails to provide the services in the manner required by the Contract;
- (2) If the Contractor fails to perform any of the provisions of the Contract in accordance with its terms; or
- (3) If the Contractor fails to make progress in the prosecution of the work under the Contract so as to endanger such performance.

B. In the event that Foothill Transit terminates the Contract in whole or in part as provided in Subsection A of this Section, Foothill Transit may procure, upon such terms and in such manner as Foothill Transit may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to Foothill Transit for costs associated with the termination of the Contract, the procurement of replacement services by Foothill Transit, any excess costs of such similar supplies or services, and any increase in the total Contract cost as a result of the procurement of services from the date of termination to the expiration date of the original Contract. The Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by the Contractor and Foothill Transit are subject to resolution pursuant to Section 11.

## Foothill Transit DBE PROGRAM

- C. If Foothill Transit determines that an event of default under this Section has occurred, it shall immediately notify the Contractor in writing and provide the Contractor with thirty (30) days in which to provide a plan to cure such default including a timetable for accomplishing the cure. Foothill Transit must approve the plan and the timetable, which approval shall not be unreasonably withheld. If the Contractor fails to cure in accordance with its plan and timetable, Foothill Transit may declare the Contractor to be in default and terminate the Contract in whole or in part.
- D. Except as otherwise provided, settlement of claims by the Contractor under this termination Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

### **10. False or Fraudulent Statement and Claims:**

By executing this Contract the Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties under the program Fraud Civil Remedies Act of 1986, as amended (31 U. S. C. 3801 et seq.), and implementing Department of Transportation regulations set forth at 49 C.F.R. Part 31.

# Foothill Transit DBE PROGRAM

## Attachment 4

### Section 26.45: Overall Goal Calculation

#### Amount of Goal

1. Foothill Transit's overall goal for the following time period 2010 - 2012 is the following: 6% of the Federal financial assistance we will expend in DOT-assisted contracts, exclusive of FTA funds to be used for the purchase of transit vehicles.
2. \$21,340,381 is the dollar amount of DOT-assisted contracts that Foothill Transit expects to award during FFY 2010 - 2012. This means that Foothill Transit has set a goal of expending \$128,062 with DBEs during these fiscal years/projects.

#### Methodology used to Calculate Overall Goal

Step 1: 26.45(c)

Determine the base figure for the relative availability of DBEs.

The base figure for the relative availability of DBE's was calculated as follows:

$$\begin{array}{rcl} & \text{Ready, willing, and able DBEs} & \\ \text{Base figure} & = & \frac{54}{902} \\ & \text{All firms ready, willing and able} & \end{array}$$

The data source or demonstrable evidence used to derive the numerator was: The California UCP

The data source or demonstrable evidence used to derive the denominator was: U.S. Census Bureau County Business Patterns.

When we divided the numerator by the denominator we arrived at the base figure for our overall goal and that number was 5.99%



# Foothill Transit DBE PROGRAM

Step 2: 26.45(d)

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what adjustment was needed to the base figure in order to arrive at the overall goal. There was no evidence to support adjusting the base figure thus the goal remains at 6%

In order to reflect as accurately as possible the DBE participation we would expect in the absence of discrimination we have adjusted our base figure by 0%.

From this data, we have not adjusted our base figure.

## **Public Participation**

We published our goal information in these publications: Los Angeles Sentinel, La Opinion, Inland Valley Daily Bulletin, San Gabriel Valley Tribune. The public also has the opportunity to comment on Foothill Transit's DBE program at meetings of Foothill Transit's Executive Board where DBE matters are considered and acted upon.

We received comments from these individuals or organizations: No comments were received

Summaries of these comments are as follows: n/a

Our responses to these comments are: n/a

# Foothill Transit DBE PROGRAM

## Attachment 5

### Section 26.51: Breakout of Estimated

#### Race-Neutral & Race Conscious Participation

Foothill Transit will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. Foothill Transit uses the following race-neutral means to increase DBE participation:

Encourage participation of DBE's in pre-bid conferences

Outreach to DBE trade associations to provide information on Foothill Transit contracting opportunities

Solicit support of DBE trade associations to distribute bid announcements including bid specifications.

Encourage DBE's to discuss their capabilities with prime contractors at pre-bid conferences.

We estimate that, in meeting our overall goal of 6%, we will obtain 6% from race-neutral participation.

As a transit agency operating in California and covered by the decision of the U.S. Court of Appeals for the Ninth Circuit in the case of *Western States Paving Co., Inc. v. Washington State DOT*, Foothill Transit will not adopt race-conscious measures of DBE participation prior to the implementation of a disparity study.

In order to ensure that our DBE program will be narrowly tailored to overcome the effects of discrimination, if we use contract goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see 26.51(f)) and we will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

We will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively.

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## Attachment 6

### Forms 1 & 2 for Demonstration of Good Faith Efforts

# Foothill Transit DBE PROGRAM

## FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of \_\_\_\_\_ %) is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

# Foothill Transit DBE PROGRAM

## FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

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The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

### Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

# Foothill Transit DBE PROGRAM

## Attachment 7

Certification Application Forms – N/A

# Foothill Transit DBE PROGRAM

## Attachment 8

### Procedures for Removal of DBE's Eligibility

In the event we propose to remove a DBE's certification, we will forward our proposal to the CUCP.

# Foothill Transit DBE PROGRAM

Attachment 9

Regulations: 49 CFR Part 26